

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
[Annual Financial Audit Services – RFP No. 20-21.35]**

**THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Second Amendment”) is made and entered into as of \_\_\_\_\_, 2025, by and between the CITY OF ORANGE, a municipal corporation (“City”), and LSL, LLP, a limited liability partnership (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7155) dated April 13, 2021, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor amended the Original Agreement to revise the Scope of Services, increase the compensation, and extend the term by a First Amendment to Professional Services Agreement (Agreement No. 7155.1) dated March 14, 2023, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to revise the Scope of Services, increase the compensation, and extend the term.

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1.     Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2.     Cross-References. City and Contractor agree that all references in this Second Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Second Amendment.

Section 3.     Revised Scope of Services. The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4.     Compensation. The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by FIFTEEN THOUSAND ONE HUNDRED DOLLARS and 00/100 (\$15,100.00) per term, and Section 2.a and 2.c are hereby amended in its entirety to read as follows:

- a. Contractor’s total compensation for all services performed under this Agreement, during the Initial Term shall not exceed ONE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS and 00/100 (\$193,563.00) without the prior written authorization of City.

- c. If the City elects to exercise its option to extend the term of this Agreement for the "Second Extension Term" (as defined in Paragraph 10, below), Contractor's total compensation for all services performed under this Agreement during the Second Extension Term shall not exceed SEVENTY-TWO THOUSAND EIGHT HUNDRED EIGHTY DOLLARS and 00/100 (\$72,880.00) without the prior written authorization of the City.

Section 5.     Extension of Term. Pursuant to Section 10 of the Original Agreement, the City exercises its option to extend the term of this Agreement for the Second Extension Term commencing on the day following the expiration of the Second Extension Term and terminating December 31, 2025.

Section 6.     Integration. This Second Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.

**[Remainder of page intentionally left blank; signatures on next page]**

IN WITNESS of this Second Amendment, the parties enter into this Second Amendment on the year and day first above written.

“CONTRACTOR”

LSL, LLP, a limited liability partnership

\*By: Ryan C. Domino  
Printed Name: Ryan Domino  
Title: Partner

“CITY”

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathalie Adourian  
Senior Assistant City Attorney

✓

**EXHIBIT "A"**

**SUPPLEMENTAL SCOPE OF SERVICES**

[Behind this page.]



February 8, 2023

City of Orange  
Katrin Bandhauer, Assistant Director of Finance  
300 E. Chapman Ave.  
Orange, CA 92866

Lance, Soll & Lunghard, LLP is pleased to respond to your request to amend our current contract with the City to provide additional services not originally included within the scope of work of the original contract. As a leader in the field of governmental accounting and auditing, we appreciate this opportunity given to us to provide additional services to the City. We understand the additional services requested to be the following: (1) preparation of, including word processing and printing of the City's Annual Comprehensive Financial Report, in accordance with the requirements and standards of the Government Finance Officers Association, and (2) the preparation and submission of the City's Annual Financial Transactions Report required by the State of California's State Controller's Office. These services will be performed for each year remaining on our current contract with the City which provides for services through the 2022/23 fiscal year with optional renewal periods through the 2024/25 fiscal year.

### **Preparation of the Annual Comprehensive Financial Report**

This service includes:

1. Preparing the basic financial statements, footnotes, required supplementary information, and supplementary information presented in the Annual Comprehensive Financial Report utilizing trial balances, ledgers, schedules, and other information provided to us by the City.
2. Word processing, formatting, proofing, and providing three (3) electronic drafts of the Annual Comprehensive Financial Report for the City's review prior to issuing the final report.
3. Printing and binding up to 20 hard copies for distribution by the City to the necessary parties and the postage necessary to deliver those hard copies to the City.

This service does not include:

1. Preparation of the management's discussion and analysis, statistical section, and other introductory section documents, including the transmittal letter. These items remain management's responsibility, but will be reviewed, edited, and formatted as necessary for consistency with the basic financial statements.
2. Content creation for any unique graphic or artistic pages, including covers, page dividers, etc. If these items are requested, they may be provided to us for incorporation into the final document.

Our fees for this service will be billed on an hourly basis at our standard hourly rates as disclosed in our existing contract with the City, and are estimated to be between \$5,000 *but not to exceed* \$10,000. The fee is based on the estimated number of hours (40) and the level and position of staff required to prepare the document.

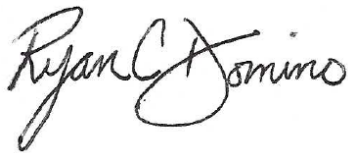
### **Preparation of the State Controller's Report**

This service includes:

1. Preparing the State Controller's Report in the format required by the State Controller's Office by the deadline of January 31 of each year, and providing an electronic copy of the Report to the City's management for review prior to submission.
2. Submitting the Report electronically to the State Controller's Office on behalf of the City.
3. Responding to any follow up or questions on the Report provided by the State Controller's Office on behalf of the City.

Our fee for this service is a flat fee of \$5,100, and is based on the estimated number of hours (40) and the level and position of staff required to prepare the document.

We greatly appreciate this opportunity to provide additional premier services to the City. This proposal is a firm and irrevocable offer for a period no less than 90 calendar days from the date of submittal. For purposes of this proposal, Ryan Domino, Partner is authorized to make representations for our firm. I can be reached at the address below, by phone at (714) 672-0022 or by email at [Ryan.Domino@lslcpas.com](mailto:Ryan.Domino@lslcpas.com).



Ryan Domino, Partner  
LANCE, SOLL & LUNGHARD, LLP  
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Brea, CA 92821